

When Recorded Return To:
Edge Gardner Point, LLC
13702 S. 200 W. #B12
Draper, UT 84020



ENT 21708:2024 PG 1 of 3
ANDREA ALLEN
UTAH COUNTY RECORDER
2024 Apr 4 10:21 AM FEE 110.00 BY TR
RECORDED FOR EDGE GARDNER POINT LLC

NOTICE OF REINVESTMENT FEE COVENANT
(Gardner Point Single Family – Phases 5 and 6 Utah County)

Pursuant to Utah Code Ann. § 57-1-46(6), the **Gardner Point Single Family Association** (the "Association") hereby provides this Notice of Reinvestment Fee Covenant which burdens all of the real property described in Exhibit A hereto (the "Burdened Property"), which is subject to the provisions and restrictions set forth in the Amended and Restated Declaration of Covenants, Conditions, and Restrictions for Gardner Point Single Family recorded with the Utah County Recorder's Office on May 13, 2022, as Entry No. 59322:2022, as the same has been amended (the "**Declaration**").

The Reinvestment Fee Covenant requires, among other things, that upon the transfer of any of the Burdened Property subject to the Declaration, the transferee (other than the Declarant) is required to pay a reinvestment fee to the Association in the amount established by the Association's Board of Directors in accordance with Section 5.19 of the Declaration (as amended by the First Amendment to the Amended and Restated Declaration of Covenants, Conditions and Restrictions of Gardner Point Single Family that has been filed of record in the Utah County Recorder's Office), unless the transfer falls within an exclusion listed in Utah Code Ann. § 57-1-46(8). In no event shall the amount of the Reinvestment Fee exceed the maximum rate/amount permitted by applicable law.

NOW THEREFORE, BE IT KNOWN TO ALL OWNERS, SELLERS, BUYERS, AND TITLE COMPANIES owning, purchasing, or assisting with the closing or conveyance of a Burdened Property (i.e, each Lot) within the Gardner Point Single Family project that:

1. The name and address of the payee and beneficiary of the Reinvestment Fee Covenant is:

Gardner Point Single Family Association
c/o FCS Property Management
12227 Business Park Dr., Suite 200
Draper, Utah 84020

2. The burden of the Reinvestment Fee Covenant is intended to run with the land of the Burdened Property and be binding on successors in interest and assigns.
3. The existence of this Reinvestment Fee Covenant precludes the imposition of any additional Reinvestment Fee Covenants in favor of the Association on the Burdened Property.

4. The duration of the Reinvestment Fee Covenant is perpetual, except as the same may be amended or terminated through a vote as provided for in the amendment provisions of the Declaration.
5. The purpose of the Reinvestment Fee Covenant is to assist the Association in paying the costs and expenses of (a) common planning, common areas and facilities, and infrastructure; (b) obligations arising from any environmental covenants; (c) community programming; (d) resort facilities; (e) open space and related improvements; (f) recreational amenities and facilities; (g) common expenses of the Association; and (h) funding Association reserves.
6. The Reinvestment Fee required to be paid under the Reinvestment Fee Covenant shall be used to benefit the Burdened Property and the Association's management, repair, and maintenance of the same.
7. If there are any previously-recorded notices of reinvestment fee covenants filed for or on behalf of the Gardner Point Single Family Association, this Notice of Reinvestment Fee Covenant shall supersede and replace the same.

IN WITNESS WHEREOF, the Declarant has executed this Notice of Reinvestment Fee Covenant on behalf of the Association to be effective upon recordation with the Utah County Recorder.

DECLARANT
EDGE GARNER POINT, LLC
 A Utah limited liability company

By: *Steve Maddox*

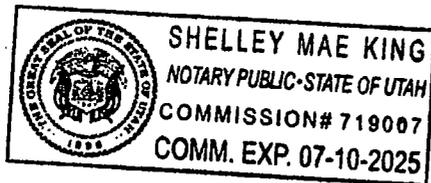
Name: *Steve Maddox*

Title: *Manager*

STATE OF UTAH)
) ss.
 COUNTY OF *Utah*)

On the *16* day of *March*, 2024, personally appeared before me *Steve Maddox* who by me being duly sworn, did say that she/he is an authorized representative of Edge Gardner Point, LLC, and that the foregoing instrument is signed on behalf of said company and executed with all necessary authority.

SEAL:



Notary Public: *Shelley King*

EXHIBIT A**SUBJECT PROPERTY/BURDENED PROPERTY****(Legal Description)**

The Subject Property (i.e., the single family portion of the Gardner Point Phase 5 and Phase 6 Plats) is described as follows:

Phase 5

A parcel of land situate in the Northeast Quarter of Section 11, Township 5 South, Range 1 West, Salt Lake Base and Meridian, being more particularly described as follows:

Beginning at a point being S89°53'54"W along the Section line 1,500.36 feet and South 1,524.42 feet from the Northeast Corner of Section 11, Township 5 South, Range 1 West, Salt Lake Base and Meridian, thence S0°13'36"E 80.10 feet; thence West 519.03 feet; thence along the arc of a 1007.38 foot radius curve to the left 79.48 feet through a central angle of 4°31'14" (Chord: N5°55'59"W 79.46 feet); thence along the arc of a 123.00 foot radius curve to the right 16.07 feet through a central angle of 7°29'16" (Chord: N86°11'40"E 16.06 feet); thence East 510.89 feet to the point of beginning.

Contains: 0.961+/- Acres

Phase 6

A parcel of land situate in the Northeast and Northwest Quarters of Section 11, Township 5 South, Range 1 West, Salt Lake Base and Meridian, being more particularly described as follows:

Beginning at a point being North 89°53'54" East 471.39 feet along the section line and South 276.86 feet the North Quarter Corner of Section 11, Township 5 South, Range 1 West, Salt Lake Base and Meridian; and running

thence South 00°06'22" East 20.76 feet;
 thence Southwesterly 347.51 feet along the arc of a 738.00 foot radius curve to the right (center bears South 89°53'38" West and the chord bears South 13°23'01" West 344.31 feet with a central angle of 26°58'46");
 thence South 65°52'58" East 241.70 feet;
 thence South 67°38'13" East 68.65 feet;
 thence South 63°36'44" East 99.00 feet;
 thence Southwesterly 585.04 feet along the arc of a 1,147.00 foot radius curve to the right (center bears North 64°01'08" West and the chord bears South 40°35'36" West 578.72 feet with a central angle of 29°13'28");
 thence South 61°37'17" West 193.56 feet to a point on the Easterly Line of the Utah Lake Canal;
 thence along the Easterly Line of said Utah Lake Canal the following nine (9) courses:
 (1) North 38°45'41" West 53.40 feet;
 (2) North 47°38'31" West 154.70 feet;
 (3) North 30°12'56" West 41.80 feet;
 (4) North 17°09'04" West 362.70 feet;
 (5) North 23°30'23" West 112.48 feet;
 (6) North 37°49'03" West 59.46 feet;
 (7) North 43°40'05" West 151.05 feet;
 (8) North 26°40'51" West 211.53 feet;
 (9) North 23°59'15" West 24.44 feet;
 thence North 79°10'15" East 185.37 feet;
 thence North 89°53'38" East 185.99 feet;
 thence North 00°06'22" West 20.76 feet;
 thence North 89°53'38" East 99.00 feet;
 thence South 00°06'22" East 20.76 feet;
 thence North 89°53'38" East 155.00 feet;
 thence North 00°06'22" West 20.76 feet;
 thence North 89°53'38" East 198.00 feet to the point of beginning.

Contains 633,221 Square Feet or 14.537 Acres